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#### **Contract Database Metadata Elements**

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Union: **Irvington Administrators Association**

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**AGREEMENT**

**COVERING CONDITIONS OF EMPLOYMENT FOR THE  
ADMINISTRATIVE STAFF**

**MUTUALLY ADOPTED BY THE BOARD OF EDUCATION  
IRVINGTON UNION FREE SCHOOL DISTRICT  
TOWN OF GREENBURGH, IRVINGTON, NEW YORK**

**AND**

**THE IRVINGTON ADMINISTRATORS' ASSOCIATION**

**EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2009**

**RECEIVED**

**MAR 2 2008**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## **I. ARTICLE I - RECOGNITION**

The Board of Education of the Irvington Union Free School District, Irvington, New York (hereinafter referred to as the "Board") hereby recognizes that the Irvington Administrators' Association (hereinafter referred to as the "Administrators") are the exclusive representative of the Building Principals, Assistant Principals, the Director of Pupil Personnel Services and the Director of Physical Education, Athletics and Health for the purpose of negotiating, collectively, in the determination of the terms and conditions of employment, as defined in the Public Employees' Fair Employment Act and in the determination of and administration of conditions of employment. Unless otherwise indicated, the term "Administrator" when used in this Agreement, shall refer to a member or members of the unit defined herein.

## **II. ARTICLE II - TERMS OF AGREEMENT**

This Agreement shall constitute the Agreement between both parties and shall be in effect from **July 1, 2006** through **June 30, 2009**.

Whereas, the Administrators have requested that the Board recognize the Administrators as the exclusive negotiating agent for the Administrators' Association negotiating unit, and

Whereas, the Board has determined that the Administrators are the representative organization of the majority of the personnel in the Administrative Association as a negotiating unit,

Now, therefore, the Board and the Administrators do hereby mutually agree as follows:

### **A. RECOGNITION**

The Board hereby recognizes the Administrators' Association as the exclusive negotiating agent for the negotiating unit set forth in Article I above.

**B. ACCEPTANCE**

The Administrators hereby accept the recognition as hereinbefore made, and the Administrators agree to comply with the provisions of Section 210, Article 14, of the Civil Service Law and affirm that they do not assert the right to strike against any government, to assist or participate in any such strike.

**III. ARTICLE III - PRINCIPLES AND NEGOTIATION PROCEDURES**

**A. NEGOTIABLE ITEMS**

The Board and the Association agree to negotiate in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning salaries, fringe benefits and conditions of employment.

**B. NEGOTIATION TEAM**

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Administrators for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party.

**C. OPENING NEGOTIATIONS**

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set, not more than fifteen (15) days following such request. A tentative list of items for negotiations shall be submitted, in writing, by each party to the other party, at least one week prior to the first meeting.

1. Following the initial meeting, as described, such additional meetings shall be held until the parties

Reach an agreement on the items or until an impasse is reached. A caucus can be called by either party, as it is deemed necessary.

2. While no agreement shall be final without ratification by the Board and the Administrators,

the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter proposals and reach compromises in the course of negotiations. However, such proposals, counter proposals and compromises shall not be final and binding unless ratified by the Board and the Administrators.

3. The parties agree that once negotiations have been completed and agreement ratified, the negotiations will not be reopened during the life of the Agreement.

**D. EXCHANGE OF INFORMATION**

Both parties and/or the Superintendent of Schools shall furnish each other, upon reasonable request, all available information pertinent to the items under consideration.

**E. CONSULTANTS**

The parties may call upon consultants to assist in preparing for negotiations and advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

**F. COMMITTEE REPORTS**

The parties agree that, during the period of negotiations, and prior to reaching an agreement to be submitted to the Board and Association, the proceedings shall not be released to the public, unless an issuance has the approval of both parties.

**G. REACHING AGREEMENT**

As tentative agreement is reached on each individual item being negotiated, that item shall be reduced to writing. This is merely a note-keeping device to the mutual benefit of both parties. When agreement is reached concerning the entire negotiating package, the proposed agreement shall be reduced to writing and submitted to the Board and the Administrators' membership.

The negotiation procedures to be utilized by the Board and the Administrators shall follow those stated in the Taylor Law.



#### **H. RECORD KEEPING**

Each party shall be responsible for the record-keeping that it desires to maintain, during the various negotiation meetings. Mechanical devices are not permitted.

### **IV. ARTICLE IV - OTHER AREAS OF PROFESSIONAL COMPENSATION**

#### **A. SALARY**

Administrative salaries shall be established by the Board, on an individual basis.

##### **ADMINISTRATOR PERFORMANCE REVIEW: OVERVIEW**

Compensation shall be based upon the administrator's performance rated on the form attached. There shall be two levels of performance and two levels of compensation.

**Level 2:** Meets Expectations - 3.75% base salary increase.

**Level 1:** Meets Basic Expectations - 2.00% base salary increase only

**Process:** Attainment of the Levels shall be based upon the performance evaluation form herein. Each of the two descriptors ["Meets Expectations," "Meets Basic Expectations"] will be assigned a corresponding point value from 3 to 1 in each subcategory. A total score of 66 or above shall constitute "Level 2: Meets Expectations", below a total score of 66 shall constitutes "Level 1: Meets Basic Expectations".

By **September 15**, the administrator will meet with the superintendent to review the performance criteria in this document to clarify the superintendent's expectations for the administrator's performance.

Each administrator will meet with his/her evaluator at least once during the course of the school year to discuss his/her performance review. This meeting shall occur by **January 15th**. If an administrator has been rated as "Meets Basic Expectations" or is in danger of receiving a rating of "Meets Basic Expectations," the

administrator shall be given written notice of the concerns as well as a written improvement plan setting forth what the administrator must do to improve his/her performance. If necessary, a second meeting shall occur no later than **March 15th** to review the progress of the administrator's performance rating. These meeting dates may be changed, when mutually agreed, due to extenuating circumstances.

At the **end of the year**, the administrator will submit a self-evaluation including this document as a checklist, as well as, a reflection summarizing his/her attainment of his/her daily performance. The superintendent will then complete his/her performance evaluation form and share that with the administrator at a meeting no later than June 15. The final performance review rating will be decided at that meeting.

Every effort will be made to provide administrators with their final evaluations by **June 15th**; however, no administrator shall receive his/her evaluation later than **June 30th**.

An administrator who believes that a point score which results in less than the full increment has occurred as a consequence of failure by the Superintendent to follow the procedural requirements of this plan shall, within five days of receipt of the Superintendent's determination, file with the Superintendent a letter setting forth the procedural errors. Within 5 days of receipt of the letter the Superintendent shall meet with the administrator to review the Superintendent's response.

If the meeting with the Superintendent does not resolve the issue, the administrator may address the issue to the Board of Education by filing the letter with the Clerk of the Board. Within five days of the filing, the President of the Board of Education shall appoint a Board member or Board members to meet with the administrator and the Superintendent to review the issue. The Board of Education, at an executive session to be held in conjunction with its next regularly scheduled meeting following the conference, shall determine the issue, including any remedy, if appropriate. The Board's determination shall be final.

## **Merit Program:**

### **ADMINISTRATOR MERIT GOALS: OVERVIEW**

Each year an administrator whose performance review is deemed to "Meet Expectations" will be eligible for up to an additional 3.25% annual merit increase. An administrator whose performance review is deemed to "Meet Basic Expectations" will not be eligible for the additional merit increase. If eligible, the merit increase will be based on completion of the merit goals as follows:

Met all goals	3.25%
Partially met goals	2.75%
Minimally met goals	2.00%
Did not meet goals	0.00%

#### **Step One:**

By September 15th, in meeting with the superintendent, the administrator will develop three (3) goals for the school year based upon the goals of the school district and performance data from the previous year. The administrator will write a brief description of each goal which will include: performance standards/goals, specific objectives, the timeline for attainment and the measurable and observable evidence of attainment.

At the beginning of the year, the superintendent will review the goals and accompanying narratives with the administrator to set expectations. Using the form herein, the administrator will be responsible to produce a written document embodying the administrator's goals and objectives not later than October 15th of each year. The final form will be signed by the administrator and the superintendent.

#### **Step Two:**

At the mid-year meeting, to be held no later than January 15th unless mutually agreed upon, the superintendent will review the administrator's performance, as well as, the status of the administrator's goals. The superintendent will use the form as a guide to review the administrator's performance to date. The administrator will submit a document summarizing the overall status of the goals and objectives.

### **Step Three:**

At the end of the year, the administrator will submit the final document summarizing his/her attainment of the goals and objectives. The superintendent will write a summary of the administrator's overall performance, including as it related to the administrator's goals and objectives. The summary should include clear strengths and specific priorities for the next year. Additionally, the superintendent and the administrator may determine a professional development plan that addresses priority development needs should they be identified in the evaluation process.

Timeline: By June 1, but no later than June 30<sup>th</sup>

### **B. TENURE**

Following an Administrator being granted tenure in the District, the Administrator will receive in base salary the lower of \$5,000.00 or the median salary for the administrator's position found in the current Westchester/Putnam BOCES Salary compilation published in the year that the tenure recommendation is made. For example, if during the 2007-08 school year, the Board votes to accept the Superintendent's recommendation for tenure, the administrator's salary, as of the date of the vote, shall be compared to the median salary for the administrator's position for the same position set forth in the Westchester/Putnam BOCES Salary survey for administrative salaries for the 2007-08 school year and, if an increase is called for, the appropriate adjustment (i.e. the lower of median or \$5,000), shall be made for the following school year.

### **C. HEALTH INSURANCE**

The Board shall continue to participate in the Southern Westchester Schools' Cooperative Health Plan. Administrators with family coverage shall contribute toward annual health insurance premiums as follows:

Effective July 1, 2006 - 8% of the cost of the health insurance premiums

Effective July 1, 2007 - 9% of the cost of the health insurance premiums

Effective July 1, 2008 - 10% of the cost of the health insurance premiums

Administrators with individual coverage shall contribute toward annual health insurance premiums as follows:

Effective July 1, 2006 - 8% of the cost of the health insurance premiums

Effective July 1, 2007 - 9% of the cost of the health insurance premiums

Effective July 1, 2008 - 10% of the cost of the health insurance premiums

The Administrator has the option to cover any additional cost of coverage for other dependents whom the Administrator wishes to include, subject to the terms of the insurance plan in effect. In order to be covered, Administrators must apply to the Office of the Assistant Superintendent.

The Board will continue to pay 100% of the health insurance premium for Administrators (and spouses) who have retired from the system after 5 years of continuous service in the District.

The Board and the Administrators' Association recognize the problem of funding health insurance, caused by escalating premium costs and agree to work cooperatively in considering changes of insurers, where comparable benefits may be obtained.

**D. LIFE INSURANCE AND LONG-TERM DISABILITY INSURANCE**

The Board will pay the full cost of "term" life insurance that includes \$100,000 life insurance per administrator and a long-term disability insurance policy with a 90 day waiting period, 60% of income payable to age sixty-five (65), due to disability resulting from sickness or accident.

**E. ADDITIONAL PAYMENT FOR DENTAL/OPTICAL COVERAGE**

The Board will pay \$1,000 in each year of this agreement as an additional fringe benefit for dental/optical coverage. The application of these funds to additional fringe benefits shall be the responsibility of the Association. Payment will be made no later than October 15.

**F. EDUCATION ALLOWANCE**

Each year of this agreement, the Board of Education will budget a total of \$10,000 as a fund for tuition reimbursement for the group. The Superintendent or designee may convene a committee to determine the process for application and reimbursement.

**G. LEAVES OF ABSENCE**

A leave of absence may be granted without pay for valid reasons and parental leave on the same basis as members of the teaching staff with the approval of the Board of Education.

The leave of absence may be for no longer than two (2) years.

Notice of intent to return must be given by the first month of the last semester, prior to return.

Possible reasons for leave of absence would include, but not be limited to, work in the Peace Corps of VISTA, recuperation from illness, service with professional associations, graduate study and study related to the teaching profession.

During such leave, an administrator will not be entitled to any benefits underwritten by the Board of Education, or any steps of promotion normally allowed. In those instances where a benefit is contributory, such may be continued during leave if prepaid by the administrator in advance.

**H. JURY DUTY**

An administrator who is called for jury duty will receive his or her regular salary and will have no time deducted from his or her sick and/or personal days. However, if an administrator receives jury duty pay for a day when school is in session, he or she will turn that amount over to the District, less the amount paid for travel expenses.

**I. PERSONAL BUSINESS LEAVE**

Each administrator will be granted three (3) personal business days per year for the first year of employment, four (4) days for the second year of employment, and five (5) days for the third and each

year thereafter of employment, but these days shall not be accumulated. No personal business days shall be taken on consecutive days before, or days following, vacations or holidays, or on a Monday or Friday, unless the approval of the Superintendent of Schools is granted. No other personal business days shall require approval. All personal business days shall require reasonable notice.

**J. LEAVE FOR FAMILY ILLNESS AND DEATH IN THE FAMILY**

Three (3) days leave with no deduction in pay will be granted for illness in the immediate family. These days will neither be accumulated nor deducted from sick leave. The immediate family is here defined as father, mother, brother, sister, son, daughter, husband, or wife.

Three (3) days leave with no deduction in pay will be granted for death (each occurrence) in the immediate family. These days shall neither be cumulative nor deducted from other authorized leaves. The immediate family is defined as mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, husband, or wife.

**K. SICK LEAVE**

No deduction in pay will be made for absence of six (6) days, or less, for illness for the first year of employment, eight (8) days, or less, for illness for the second year of employment, and ten (10) days or less, for the third year and each year thereafter of employment.

An administrator, in his first year of service in Irvington, will be allowed fourteen (14) days of illness before any loss of pay. This allowance covers the first two (2) years of service in Irvington. If an administrator leaves the District in less than two (2) years, having used more than his pro-rated amount of sick leave, his salary will be adjusted accordingly.

A non-cumulative reserve of thirty (30) working days will be available to each administrator for an extended illness. Extended illness shall mean an illness or disability of thirty (30) or more working days. This reserve shall be in effect only after the accumulated

sick leave has been used up. Thereafter, the administrator will receive the difference between his salary and the amount paid for the substitute employed, until the long-term disability insurance becomes effective.

Unused sick leave up to six (6) days the first year of employment, eight (8) days the second year of employment and (10) days the third year and each year thereafter of employment shall be cumulative over succeeding years with no maximum limit. Whenever any administrator is absent more than eight (8) days in the second year of employment and (10) days in the third year and each year thereafter of employment, the additional absence shall be deducted from the cumulative total.

If an administrator has sick days remaining at the time the long-term disability becomes effective, he may choose to have the Board pay the difference between his full salary and the insurance company payment (60%). If the Board pays the 40% difference, the remaining accumulated sick leave will be reduced on a pro-rata basis.

An administrator who has been absent for illness for ten (10) consecutive school days, shall be examined by the school physician, or personal physician, within three (3) days prior to return to duty. The school physician shall certify to the Board of Education, in writing, that said administrator is physically capable of resuming his duties.

A sick bank of fifty (50) days for the bargaining unit will be available when an administrator with a serious or prolonged illness has exhausted his or her sick leave. Each member of the bargaining unit will contribute one sick day per year to this sick bank.

#### **L. LONGEVITY PAYMENT**

Any administrator with twenty (20) years of service credited in the New York State or New York City Teachers Retirement Systems, a minimum of ten (10) years in the Irvington Schools, eligible to retire under the New York State or New York City Teachers Retirement Systems, and who submits to the District an irrevocable resignation for the purpose of retirement at least six (6) months prior to such retirement and who in fact retires under either the New York State or



New York City Teachers Retirement Systems shall be eligible for a one-time payment of 25% of annual salary (base salary plus career increments) payable upon separation from the District.

**M. CAREER INCREMENT**

Commencing in the beginning of the twentieth (20) year of credited service, administrators will receive an additional \$1,825 in salary per year; in the beginning of the twenty-fifth (25) year of service an additional \$1,825 in salary; and an additional \$1,825 in salary commencing in the beginning of thirty (30) years of service.

"Credited Service" shall include service as a full-time teacher and as a full-time administrator, whether in Irvington or elsewhere. New administrators shall agree as to their credited service, prior to becoming employed by the District.

**N. PROFESSIONAL ORGANIZATIONS**

The Board of Education will allocate up to a maximum of \$750.00 for each full-time administrator for the purchase of membership in professional organizations.

**O. FLEXIBLE SPENDING ACCOUNT**

The Board of Education agrees to establish a flexible spending account for administrators with no funds to be supplied by the Board, with the exception of the administration of these accounts through the Business Office.

**P. EXPENSE REIMBURSEMENT**

The District will reimburse each member of the bargaining unit up to \$300 per year upon submission of receipts for expenses related to attendance at meetings or events at other than regular school hours.

**Q. UNUSED VACATION**

Administrators may cash in up to five (5) days of unused vacation time each year at the current per diem rate.

**V. ARTICLE V - PREVIOUS PRACTICE CLAUSE**

All conditions of employment, which have been the practice in effect within the District prior to the time this contract becomes effective, shall be maintained for the life of this contract, except where otherwise specified by the specific terms and conditions of this contract.

**VI. ARTICLE VI - OTHER CONDITIONS OF EMPLOYMENT**

**A. ADMINISTRATOR'S WORK YEAR**

It is agreed that the administrators' work year shall be a twelve (12) month responsibility for the proper fulfillment of the duties prescribed for these positions. The work year shall encompass the approved school calendar and will provide for a month's vacation period in the summer. If the administrator is unable to take a month's vacation during the summer, due to job-related responsibilities, the administrator, with the approval of the Superintendent of Schools, may carry over a maximum of one (1) month's leave and be reimbursed upon leaving the District. Vacation time may be made available following initial employment with the understanding that if the administrator were to leave the District, it would be prorated and the administrator would be required to reimburse the District for any difference based upon the administrator's per diem rate.

**B. CONSULTATION AND RECOMMENDATIONS**

The Administrators shall be consulted through participation in regularly scheduled meetings with the Superintendent and may offer recommendations on matters affecting the operation of the school. These items shall include, but are not limited to, class size, teaching load, facilities, assignments, transfers, professional growth and scheduling.

**C. ABOLISHMENT OF POSITION**

In the event that an administrative position covered by this contract is to be eliminated, every effort will be made to notify the administrator whose position is affected as soon as possible. Written notification will

be given by the Superintendent of Schools, as soon as possible.

Written notification will be given by September 10th for any position to be abolished at the end of the fall term and by February 10th for any position to be abolished at the end of the spring term.

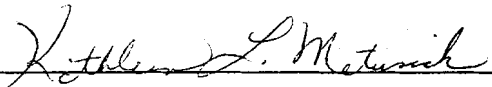
## VII. ARTICLE VII - MANDATORY PROVISIONS

Notices as provided by Section 204A of the New York State Public Employees' Relations Act.


"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit the implementation by amendment law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval."

IN WITNESS WHEREOF, the Board and Administrators' Association have duly executed this July 11, 2007.

IRVINGTON UNION FREE SCHOOL DISTRICT  
THE TOWN OF GREENBURGH

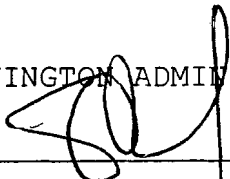
  
\_\_\_\_\_

By: Kathleen Matusiak  
Superintendent of Schools

  
\_\_\_\_\_

By: Tanya Hunt  
President  
Irvington Board of Education

IRVINGTON ADMINISTRATORS' ASSOCIATION

  
\_\_\_\_\_

By: Scott Mosenthal  
President  
Irvington Administrators' Association

### ADMINISTRATOR PERFORMANCE EVALUATION FORM

The evaluation form defines a set of performance criteria to be used to evaluate the administrator's performance in six key areas of responsibility. When evaluating administrator performance in these areas, the superintendent will consider relevant school performance data and the school's/department's progress over time.

3- Exceeds District Expectations, 2- Meets District Expectations, 1- Meets Basic District Expectations

	Area of Responsibilities	Activities	Sub-Activities	1	2	3
1	<b>Instructional Leadership</b>	Developing a vision consistent with the district's long term needs and objectives.	Develops, builds support for, and acts on the direction for the (district, school, department)			
2			Communicates the vision to (district, school, department) stakeholders			
3		Annual Planning	Plans, implements, and sustains (district, school, department) improvement efforts			
4		Instructional Program Development	Initiates and/or supports the development of a strong instructional program			
5			Demonstrates the ability to utilize data to inform instruction			
6		Student Performance Standards	Sets and maintains high expectations for performance for all			
7		Creating a supportive learning environment for students	Identifies students' needs and encourages the development of programs accordingly, sensitive to issues of diversity.			
8	<b>Organizational Leadership</b>	Managing human resources	Able to manage and motivate others; assigns staff effectively; utilizes effective team management skills; delegates effectively.			



9		Managing Self	Uses time efficiently; initiates personal professional development; solicits external feedback and guidance			
10			Demonstrates initiative in decision making			
11			Demonstrates the ability to bring assignments and tasks to successful completion			
12		Daily Management of (Department) School	Maintains discipline and order in school; ensures school is safe and secure			
13			Ensures smooth running of daily (district, school, department) operations; handles crises effectively			
14		Management of Finances/Resources	Allocates resources effectively.			
15			The budget responsibility is complete and timely balancing educational goals, facility needs and fiscal reasonableness			
16	<b>Staff Development</b>	Professional Development of Staff	Assesses and responds assigned staff's professional developmental needs.			
17			Responds in a timely manner to staff requests and concerns.			
18			Communicates departmental/school policies.			



19		Evaluation and Feedback	Assesses and responds to staff's performance and gives effective feedback			
20			When appropriate, provides written documentation when addressing staff disciplinary issues.			
21			Establishes clear expectations and goals for staff.			
22	<b>Student Support Services</b>	Management of Pupil Personnel Services	Develops effective programs to address educational, vocational, and social needs of students; ensures high quality assistance for students with special needs			
23			Consults with parents, students and staff regarding status and progress.			
24			Ensures appropriate implementation of district disciplinary procedures			
25	<b>Personal Character/Professional Growth</b>	Demonstrates a commitment to professional growth, and makes effort to improve performance	Accepts constructive feedback and takes steps to improve.			
26			Acts ethically and with integrity.			
27			Demonstrates a strong work ethic and attendance record.			
28			Seeks professional growth through workshops, meetings, conferences etc.			
29			Acts with concern and open-mindedness to staff, parents, students and community.			





30	School/Community Relations/Communications	Promotes positive school/community relations	Speaks clearly and effectively.			
31			Writes logically, simply and clearly			
32			Provides necessary information to the parent community and responds to their requests and concerns in a timely fashion.			
33			Maintains accessibility to (district, school, department) employees, community groups, parents and other appropriate parties.			

#### **OVERALL PERFORMANCE RATING AND SUMMARY**

NAME: \_\_\_\_\_

#### **Overall Performance Rating**

Meets District Expectations  
Meets Basic District Expectations

#### **Overall Performance Summary**

Commendations:

Recommendations:

*This report has been seen and discussed by administrator and superintendent.*

Date: \_\_\_\_\_  
Administrator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
Superintendent's Signature: \_\_\_\_\_



## ADMINISTRATOR MERIT GOALS

School Year: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position/Location: \_\_\_\_\_

Performance Standards/Goals	Specific Objectives	Timeline for Attainment	Measurable and observable Evidence of Attainment
I.			
2.			
3.			

